

AGREEMENT

Between

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY

And

THE UNITED TRANSPORTATION UNION

1. Prior to implementation, the Superintendent and Local Chairman will designate a schedule of rest days for each position on the switchmen's extra board at Spokane, Washington. The primary criterion will be the needs of service. Each extra board rest day position will then be advertised, consistent with rules governing advertisements, and awarded to the senior applicant at the close of the bulletin period. Rest days will commence at 12:01 AM, on the first rest day of that particular extra board position.

Example 1: At Terminal A, Sunday through Wednesday are identified as the days of the week with the least demand for extra switchmen. With four extra employees assigned to that extra list, two positions could be assigned Sunday / Monday rest days. The two remaining positions could have Tuesday / Wednesday rest days.

Example 2: Using the same scenario as Example 1, the extra board is increased by two positions. Following an increase to the extra board, the existing positions will be maintained and the two new positions added with one having Sunday / Monday rest days and the other with Tuesday / Wednesday rest days.

Example 3: Using the same scenario as Example 1, the extra board is reduced one position. The Carrier will determine which position should be reduced. The employee holding that position will then be entitled to exercise seniority as described in Paragraph 2 of this Agreement.

Example 4: After several additions and subtractions to the board described in Example 1, it is determined that the rest day assignments no longer represent the needs of service. All rest day assignments may be changed. The new positions may be bulletined for the exercise of seniority as provided for in existing Agreements governing assignments of positions at this location.


2. Employees who exercise seniority to this extra board after the initial advertisement may displace to any unfilled position or displace any junior employee assigned to the extra board. Employees displaced in this manner must exercise their displacement rights immediately.
3. In order to observe the rest days assigned to one of the positions on this extra board, the employee must hold the position prior to the beginning of the assigned rest days and when a switchman holds the position prior to the beginning of the rest days, he will be entitled the appropriate compensation.


- 3.1 A switchman who displaces to a position on this extra board at any time during the assigned rest days will not be entitled to observe the rest days and must be available to be called to work.
- 3.2 Should that exercise of seniority result in the switchman working 6 or 7 days in that work week, those additional days will be paid at the straight time rate.
4. Assignment of regular rest days will not reduce, change or modify existing Yardmen's Extra Board Guarantee at this location except as follows.
 - 4.1 An extra board switchman who lays off during his assigned work week will have his guarantee reduced by 1/11th of the maximum payroll period guarantee for each "day," or portion thereof, that he is laid off in that payroll period.
 - 4.1.1 The term "day" in Paragraph 4.1 shall remain as currently defined in existing extra board agreements applicable to this location (e.g. 24 hour period, midnight to midnight, etc.).
5. Except in an emergency, no extra board employee will be called for service within the final eight hours of the last assigned work day of that individual's work week.
 - 5.1 An individual is not runaround when it is necessary to utilize an extra employee who is not first on the extra board in order to comply with Paragraph 5 of this Agreement.
6. Except as specifically provided herein, nothing contained in this Agreement shall be construed as modifying, amending or superceding any of the provisions of schedule agreements between the United Transportation Union and this Company.
7. This Agreement may be cancelled by either party serving ten days' written notice on the other.

This Agreement will become effective on November 16, 2004.

FOR THE UNITED
TRANSPORTATION UNION:

FOR THE BURLINGTON NORTHERN
AND SANTA FE RAILWAY COMPANY:


D. B. Snyder
General Chairman - UTU


K. J. McGinn
Assistant Vice President - Labor Relations